

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>					1. REQUISITION NUMBER		PAGE 1 OF 9						
2. CONTRACT NO. DAAD07-01-G-0005		3. AWARD/EFFECTIVE DATE 10-Oct-2000		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL		a. NAME				b. TELEPHONE NUMBER <i>(No Collect Calls)</i>		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY  U.S. ARMY ROBERT MORRIS ACQUISITION BLDG 126W ATTN: AMSSB-ACW-E MIKE DERR WHITE SANDS MISSILE RANGE NM 88002-5201  TEL: 505-678-2827 FAX: 505-678-5107		CODE DAAD07		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A)  SIC: 7373 SIZE STANDARD: \$18 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13 b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS					
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>									
17 a. CONTRACTOR/ CODE OFFEROR MIRATEK CORPORATION JOE L. DIAZ 8201 LOCKHEED, SUITE 218 EL PASO TX 79925  TEL. (915) 772-2852		04RB1		FACILITY CODE 04RB1		18 a. PAYMENT WILL BE MADE BY  VISA-MDD AMSSB-ACW BLDG 126W MICHAEL D. DERR 505-678-2827 WHITE SANDS NM 88002-5201							
17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/>		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21 QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT <b>\$0.00</b>			
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
<input checked="" type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR					31 a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>								
30 b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> Michael D. Derr / Contracting Officer				31 c. DATE SIGNED 09-Nov-2000			
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR				
32 b. SIGNATURE OF AUTHORIZED GOV'T. REPRESENTATIVE				32 c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY				
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE		42a. RECEIVED BY <i>(Print)</i>							
						42b. RECEIVED AT <i>(Location)</i>							
						42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS					

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## SECTION SF 1449 CONTINUATION SHEET

## CLAUSES INCORPORATED BY REFERENCE:

52.211-5	Material Requirements	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.246-7000	Material Inspection And Receiving Report	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**1. Basic Agreement (BA).** This Basic Agreement (as defined in FAR 16.702) is a written instrument of understanding, between the United States Army Robert Morris Acquisition Center (RMAC), White Sands Contracting Division, and the contractor identified in block 17a of the SF1449. It contains contract clauses applying to future contracts between the parties during its term and contemplates separate future contracts that will incorporate by reference or attachment the required and applicable clauses agreed upon in the basic agreement. It also contains general terms and conditions of the agreement, and a general scope of the supplies and services to be provided.

**2. Purpose.** The purpose of this agreement is to provide for the efficient acquisition of the most current information technology available to support the mission of RMAC customers.

a. A substantial number of separate contracts may be awarded to this contractor during the period of the agreement. However, this basic agreement is not a contract.

b. Significant recurring negotiating problems have been experienced with Information Technology contractors, primarily in the areas of defining accurate and complete IT requirements, executing awards with short funding windows, and obtaining the most current IT available.

c. The RMAC customer supported by this BA is not limited to White Sands Missile Range.

**3. Regulatory Authority.**

a. The terms and conditions contained in this BA are based upon the Federal Acquisition Regulations for commercial items (FAR Part 12). This BA is written under the authority of 15 U.S.C. 637(a)(2) and/or U.S.C. 2304(c)(5). This BA incorporates the Memorandum of Understanding (MOU) dated May, 1998, between the Small Business Administration (SBA) and the Department of Defense (DoD). An SBA contracting officer's signature is not required on this agreement or any contract incorporating this agreement. However, the RMAC contracting officer must offer to SBA, and SBA must accept, each requirement valued at more than \$100,000.00.

b. Reference Block 10 of the SF 1449. The applicable NAICS Code is 541512, Computer Systems Design Services

**4. Payment.** Payment terms will be identified for each contract incorporating the BA.

a. When possible, payment will be made by the Contracting Officer, using a Government Wide Commercial Purchase Card.

b. When necessary, payment will be made by the Defense Finance and Accounting Service, normally the Rock Island Operating Location.

c. All invoices will be submitted to the Contracting Officer.

d. The DD Form 250, Material Inspection and Receiving Report, is required on all purchase orders and contracts.

e. An Assignment of Claims must be on a contract by contract basis. Guidance is available at FAR Subpart 32.8. NOTE: Assignment permits total contract payment to be assigned to a single financial institution.

**5. Contractor Signature Authority.** The contractor represents the following individuals are authorized to negotiate contracts incorporating this BA:

NAME	TITLE	TELEPHONE
Joe L. Diaz	President	(915) 772-2852
Ron Hayslett	PM, Government Programs	(505) 644-6808

**6. Scope of BA.** This BA is written to support the acquisition of information technology as defined by RMAC customers.

a. The contractor shall acquire and maintain all necessary licenses and OEM certifications necessary to acquire, deliver, and support all items provided on each contract. The contractor is not restricted to specific brands or manufacturers, except in compliance with the Federal and Department of Defense regulations included in this BOA, and specific items identified in each purchase order or contract.

b. The Government reserves the right to contribute equipment to any specific solution as GFE, without forfeiture of any warranty available under the purchase order or contract.

c. A total requirement may be subdivided into smaller, more manageable acquisition increments in accordance with FAR 39.103, and separate purchase orders or contracts may be executed for each increment. However, no requirement will be subdivided solely to avoid the SBA threshold requirement of \$3,000,000.00 for sole source 8(a) actions.

d. The contractor shall not provide assistance services as defined at FAR 37.201. The contractor shall provide computer maintenance only as part of a commercial warranty (either as an initial warranty or as a warranty renewal), or a system upgrade.

e. Unless specifically identified in a purchase order or contract, the contractor shall deliver items that are "new," in accordance with the Material Requirements clause in this BA (FAR 52.211-5). The contractor may propose items that are used, reconditioned, or remanufactured in accordance with the Material Requirements clause in this BA (FAR 52.211-5). If the government chooses to acquire items that are used, reconditioned, or remanufactured, these items will be specifically identified in any resulting purchase order or contract.

f. The contractor shall provide a trade-in allowance for equipment the Government submits for trade-in. The trade-in allowance will be subtracted from the net sales price of new equipment. The equipment the Government submits for trade-in will be operational, will include operating system software, and will be listed on an enclosure or attachment to the RFP that initiates the purchase order or contract.

**7. Period of Agreement.** This BA shall become effective upon the date of agreement and continue in effect until the contractor graduates from, or is otherwise ineligible for award under the SBA 8(a) program. NOTE: SBA 8(a) exit date is currently scheduled for 4/26/2004. This BA may be discontinued by thirty days written notice by any party to the agreement. Discontinuance means that no additional contracts will incorporate the BA, but prior individual contracts are not affected by discontinuance of the BA.

8. **Modification.** This BA will be modified as necessary to conform to the requirements of applicable federal regulation. This BA may be modified at any time to incorporate new terms and conditions. Modification of this BA shall not retroactively affect contracts incorporating this agreement.

9. **Warranty.** In addition to FAR 52.212-4(o), the contractor shall enforce the standard commercial warranties on all products procured, and shall warrant all installation, set-up, and integration services provided. These warranties must be identified or stated in each proposal.

#### 10. Contracts Incorporating the Basic Agreement.

a. Types of contracts.

(1) Unilateral contracts, or purchase orders (DAAD07-XX-P-XXXX), awarded using FAR Part 13 procedures.

(2) Bilateral contracts, or negotiated contracts (DAAD07-XX-C-XXXX), awarded using FAR Part 15 procedures.

b. Limitations.

(1) There are no funds or appropriations associated with this agreement.

(2) Nothing in this agreement states or implies that the Government will place future contracts or purchase orders with the contractor.

(3) Nothing in this agreement states or implies that the Government will restrict competition, except in accordance with procedures in FAR Part 6.

(4) The minimum contract incorporating this BA is \$2,500.

(5) The maximum contract incorporating this BA is \$3,000,000.

(6) No undefinitized contracts (without firm prices) will be awarded, incorporating this BA.

(7) Per agreement with SBA, the total value of contracts awarded incorporating this agreement will not exceed \$3 million.

c. Contents.

(1) Each contract incorporating this basic agreement will include a scope of work and price, delivery, and other appropriate terms that apply to the particular contract. The basic agreement shall be incorporated into the contract by specific reference (including reference to each amendment) or by attachment.

(2) The agreement itself does not restrict contracts incorporating it. The contracting officer may include clauses in a contract, pertaining to subjects not covered by the basic agreement, but applicable to the contract being negotiated, in the same manner as if there were no basic agreement.

11. **Solicitation Instructions.** The RMAC Contracting Officer (CO) may issue a Request for Quotation (RFQ), or a Request for Proposal (RFP), to the contractor for requirements within the scope of this BA with the intention of incorporating the BA in the resulting award. Such requests will reference this BA.

a. For a purchase order incorporating this BA, the RFQ will usually be oral.

b. For a negotiated contract incorporating this BA, the RFP will include FAR 52.212-1, "Instructions to Offerors -- Commercial Items (Jun 1999); and FAR 52.212-2, "Evaluation -- Commercial Items (Jan 1999). These provisions will be tailored as appropriate for the specific requirement.

e. Contractor certifications and representations are incorporated into this BA by reference and are not attached to this document.

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5.

\_\_\_ (iii) Alternate II to 52.219-5.

X \_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

X \_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I of 52.219-23.

\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X \_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X \_\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

X \_\_\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X \_\_\_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X \_\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_\_ (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

\_\_\_\_ (17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_\_ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (19) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_ (20) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_ (21) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X \_\_\_\_ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

X \_\_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

X \_\_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X \_\_\_\_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

\_\_\_\_ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)

\_\_\_\_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

- X \_\_\_\_ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).  
 \_\_\_\_ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program \_\_\_\_ Alternate I (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).  
 \_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities.  
 \_\_\_\_ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).  
 \_\_\_\_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).  
 \_\_\_\_ 252.225-7021 Trade Agreements \_\_\_\_ Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).  
 \_\_\_\_ 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).  
 \_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).  
 \_\_\_\_ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).  
 \_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (\_\_\_\_ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).  
 X \_\_\_\_ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).  
 X \_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).  
 \_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).  
 X \_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (\_\_\_\_ Alternate I) (\_\_\_\_ Alternate II) (10 U.S.C. 2631).  
 X \_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration  
 El Paso District Office  
 10737 Gateway West Blvd., Suite 320  
 El Paso, TX 79935-4996

ATTN:	Jose Campos	ADD	(915) 633-7028
	Suze Aguirre	BOS	(915) 633-7003

Reference: 0677/00/007043

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the



contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)